

Legal Department

**ITEL**

July 8, 1988

**IteI Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

RECORDED BY 15639 A

**JUL 14 1988-3 PM**

**INTERSTATE COMMERCE COMMISSION**

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Amendment No. 2 to Schedule 4 of Lease Agreement dated  
November 1, 1982, between Evans Railcar Leasing Company  
and Oklahoma, Kansas & Texas Railroad Company

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in  
four (4) counterparts, is hereby submitted for filing and  
recording pursuant to 49 U.S.C. Section 11303(a), along with the  
\$13 recordation fee.

Please record this Amendment under the Lease Assignment and  
Assumption Agreement dated as of January 19, 1988, among Evans  
Transportation Company, Evans Railcar Leasing Company and IteI  
Rail Corporation, which was filed with the ICC on May 13, 1988,  
under Recordation No. 15639.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Oklahoma, Kansas & Texas Railroad Company (Lessee)  
701 Commerce Street  
Dallas, Texas 75202

This Amendment extends the term of the lease with respect to  
fifty (50) 50'6"m 70-ton XM boxcars bearing reporting marks OKKT  
700000-700049.

Please return to the undersigned the stamped counterparts not  
required for filing purposes, together with the ICC fee receipt  
and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Department

15632 A  
SACRAMENTO CO. 15632 A

JUL 14 1988-3 PM

Lot 2001-04

5/26/88

AMENDMENT NO. 2

TO SCHEDULE 4 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 to Schedule 4 dated November 1, 1982, as amended on May 29, 1985, to the Lease Agreement dated as of November 1, 1982, (the "Lease") between Evans Railcar Leasing Company ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee"), is made as of this 14th day of June, 1988, between ITEL RAIL CORPORATION ("Lessor"), Evans' successor in interest, and Lessee.

R E C I T A L S:

- A. Evans and Lessee were parties to the Lease and to Schedule 4 pursuant to which Evans leased to Lessee fifty (50) 50'6", 70-ton XM boxcars bearing the reporting marks OKKT 700000-700049 (the "Cars").
- B. The Extended Term as defined in Amendment No. 1 to Schedule 4 expired on November 1, 1987.
- C. Lessor desires to extend the terms of the Lease, except as to the Monthly Rental which shall be changed therefrom with respect to the Cars described in Schedule 4.

NOW, THEREFORE, the parties hereto agree to amend Schedule 4 as follows:

- 1. All terms defined in the Lease and in Schedule 4 shall have the meanings defined therein when used in this Amendment.
- 2. The terms of the Lease (except as to the Monthly Rental which shall be addressed below at paragraph 3) shall apply from November 1, 1987, through and including the ninetieth (90th) day from the first day of the calendar month following the date on which this Amendment No. 2 is fully executed ("Extension"). Lessor may terminate the Lease at anytime during such Extension; provided, however, that (i) Lessor shall provide Lessee with prior written notice of its intent to terminate the Lease; and (ii) Lessee shall be given the opportunity to retain the Cars through and beyond the Extension upon mutually agreeable terms and conditions which shall not be less favorable to Lessor than those offered by other parties if Lessor and Lessee can agree on such terms and conditions within thirty (30) days of the date of Lessor's notice to Lessee.
- 3. During the Extension, Lessor shall receive \_\_\_\_\_ of all off-line earnings on the Cars described in Schedule 4.
- 4. Except as expressly modified by this Amendment, all terms and provisions of the Lease and Schedule 4 shall remain in full force and effect.

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

**ITEL RAIL CORPORATION**

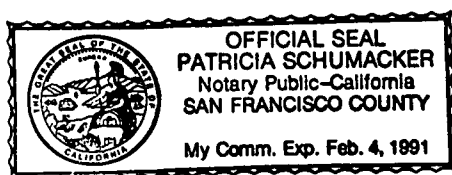
By: *DDAyer*  
Title: *President*  
Date: *June 15, 1988*

**OKLAHOMA, KANSAS & TEXAS RAILROAD  
COMPANY**

By: *Shannon B. Fitch*  
Title: Vice President-Operation  
Date: June 2, 1988

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF SAN FRANCISCO            )

On this 15th day of June, 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.



Patricia Schumacker  
Notary Public

STATE OF TEXAS                            )  
  ) ss:  
COUNTY OF GRAYSON                    )

On this 2 day of June, 1988, before me personally appeared Thomas G. Todd, to me personally known, who being by me duly sworn says that such person is Vice President of Oklahoma, Kansas & Texas Railroad Company that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said of corporation.

Peggy Fleming  
Notary Public

My commission expires May 5, 1992.